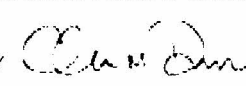


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-14-001				3. EFFECTIVE DATE 09/10/2014		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OSWER-14-00350	
5. ISSUED BY CODE		SRRPOD		6. ADMINISTERED BY (If other than Item 5)		CODE	
SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460							
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) ICF Incorporated, L.L.C. Attn: F. MICHAEL GRAY 9300 LEE HIGHWAY FAIRFAX VA 220316050				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 072648579		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		OSWER/OSRTI/RMD		12. PAYMENT WILL BE MADE BY CODE		RTP	
Resources Management Division U.S. EPA One Potomac Yard (South Building) 2777 South Crystal Drive Mail Code: Arlington VA 22202				RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$18,498,863.00	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>SOL-HQ-12-00020</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Christie M. Deskiewicz	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	09/10/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-14-001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

ICF Incorporated, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 072648579 IGF::CT::IGF</p> <p>This is a contract award in the amount of \$18,498,863.00 to ICF Incorporated, LLC. Funds in the amount of \$100,000.00 are obligated to this contract and will be drawn down to be used on Task Orders upon Task Order initiation. The period of performance for this contract is September 10, 2014 through September 09, 2019. The contractor's proposal originally dated September 16, 2013 is hereby incorporated by reference, along with all subsequent proposal revisions. Contract terms and conditions are attached.</p> <p>Max Expire Date: 09/09/2019 Delivery: 09/10/2014 Accounting Info: 14-T-72BT-303DD2-2505-HQ00BM00-1472BT5014-001 BFY: 14 Fund: T Budget Org: 72BT Program (PRC): 303DD2 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 1472BT5014-001 FOB: Destination Period of Performance: 09/10/2014 to 09/09/2019</p> <p>The purpose of this PR is to fund the OSRTI TECHNICAL ASSESSMENT, SUPPORT, OUTREACH, AND TRAINING contract (SOL-HQ-12-00020). Reference Line 216.</p> <p>The obligated amount of award: \$100,000.00. The total for this award is shown in box 15G.</p>				

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CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TASK ORDERS

During task order performance, the contractor shall adhere to all contract-level clauses applicable to task orders, however the following list of contract clauses do not apply to task orders that are Time-and-Materials (T&M) type:

REGULATION	NUMBER	DATE	TITLE
FAR	52.232-1	(APR 1984)	PAYMENTS
FAR	52.232-11	(APR 1984)	EXTRAS
FAR	52.232-8	(FEB 2000)	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.243-1	(AUG 1987)	CHANGES – FIXED-PRICE (ALTERNATE I)
FAR	52.246-4	(AUG 1994)	INSPECTION OF SERVICES - FIXED-PRICE
FAR	52.249-2	(MAY 2004)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	(APR 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TASK ORDERS

During task order performance, the contractor shall adhere to all contract-level clauses applicable to task orders, however the following list of contract clauses do not apply to task orders that are Firm-Fixed-Price (FFP) type:

REGULATION	NUMBER	DATE	TITLE
FAR	52.216-7	(JUN 2011)	ALLOWABLE COST AND PAYMENT
FAR	52.232-7	(FEB 2007)	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.243-3	(SEP 2000)	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS
FAR	52.246-6	(MAY 2001)	INSPECTION – TIME-AND-MATERIALS OR LABOR-HOURS
FAR	52.249-6	(MAY2004)	TERMINATION (COST-REIMBURSEMENT)
EPAAR	1552.237-71	(AUG 2009)	TECHNICAL DIRECTION

Solicitation/Contract Form

Section B - Supplies or Services/Prices

EPAAR 1552.216-73 Fixed rates for services-indefinite delivery/indefinite quantity contract. (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

Personnel classification, skill level, fixed hourly rates, and total contract price are incorporated by reference per the contractor's accepted price proposal dated May 29, 2014.

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

(End of clause)

EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$100,000.00. The amount of all orders shall not exceed **\$18,498,863.00**.

END OF SECTION B

Section C - Description/Specifications

Also See Attachment 1 for the Statement of Work

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management. (JAN 2012)

EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work included in Attachment 1. Work will be ordered against the subject Statement of Work through Contracting Officer issuance of task orders.

EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

The Contractor's technical proposal entitled **“Technical Proposal - Technical Assessment, Support, Outreach, and Training,”** dated **September 16, 2013** and the Contractors **“Response to Discussion Questions”** dated **May 29, 2014** and **August 6, 2014** is/are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

END OF SECTION C

Section E - Inspection and Acceptance

FAR 52.246-4 Inspection of Services – Fixed Price. (AUG 1996)

FAR 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

FAR 52.246-11 Higher-Level Contract Quality Requirement. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	
Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	http://www.epa.gov/QUALITY/envtech.html
Quality Assurance Project Plan for Each Applicable Project	QA/R-5	March 2001	http://www.epa.gov/quality/qs-docs/r5-final.pdf

(End of clause)

END OF SECTION E

Section F - Deliveries or Performance

FAR 52.242-15 Stop-Work Order. (AUG 1989)

EPAAR 1552.211-70 REPORTS OF WORK (OCT 2009)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with the Task Order Statement of Work. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

(End of Clause)

EPAAR 1552.211-72 Monthly Progress Report (OCT 1997)(Deviation)

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e) of Attachment 2 for details on the timing of submittals. Distribute reports as follows:

No. of Copies

1	Project Officer
1	Contracting Officer

(end of clause)

EPAAR 1552.211-75 Working files. (APR 1984)

EPAAR 1552.211-78 Management consulting services. (APR 1985)

EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from **September 10, 2014** through **September 09, 2019** exclusive of all required reports.

END OF SECTION F

Section G - Contract Administration Data

EPAAR 1552.232-73 Payments-fixed-rate services contract. (OCT 2000)

EPAAR 1552.242-70 Indirect costs. (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost center	Period	Rate	Base
TBD	TBD	TBD	TBD

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost center	Period	Rate	Base
TBD	TBD	TBD	TBD

(End of clause)

EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Contract Level COR

Tiffany Moreland
703-603-8911
Moreland.tiffany@epa.gov

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 5202P
Washington, DC 20460

Alternate COR

Esther Williford
703-603-8743
Williford.esther@epa.gov

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 5202P
Washington, DC 20460

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer

Christie Deskiewicz
202-564-3316
deskiewicz.christie@epa.gov

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue
Mail Code 3805R
Washington, DC 20460

Contract Specialist

Brian Nelson-Palmer
202-564-6190
Nelson-Palmer.brian@Epa.gov

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue
Mail Code 3805R
Washington, DC 20460

EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

(a) The Work Assignment COR referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment to:

- (1) receive Work Assignment deliverables;
- (2) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment COR is authorized;
- (3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and
- (4) provide technical direction on those Work Assignments subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

END OF SECTION G

Section H - Special Contract Requirements

EPAAR 1552.208-70 Printing. (SEP 2012)

EPAAR 1552.209-70 Organizational conflict of interest notification. (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(End of provision)

EPAAR 1552.209-71 Organizational conflicts of interest. (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

(End of clause)

EPAAR 1552.209-72 Organizational conflict of interest certification. (APR 1984)

The offeror **is not** aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

(End of provision)

EPAAR 1552.209-73 Notification of conflicts of interest regarding personnel. (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

EPAAR 1552.219-73 Small Disadvantaged Business Targets. (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

SMALL BUSINESS TYPE	PLANNED SUBCONTRACTING DOLLARS	PERCENTAGE OF TOTAL PLANNED SUBCONTRACTING
TOTAL SMALL BUSINESS	\$ (b)(4)	
SMALL DISADVANTAGED BUSINESS	\$	
WOMEN-OWNED SMALL BUSINESS	\$	
HUB-ZONE SMALL BUSINESS	\$	
VETERAN-OWNED SMALL BUSINESS	\$	
SD VETERAN-OWNED SMALL BUSINESS	\$	

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) (b)(4)
- (2)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation

(End of provision)

EPAAR 1552.223-71 EPA Green Meetings and Conferences. (MAY 2007)

EPAAR 1552.227-76 Project employee confidentiality agreement. (MAY 1994)

EPAAR 1552.235-70 Screening business information for claims of confidentiality. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

EPAAR 1552.235-71 Treatment of confidential business information. (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

EPAAR 1552.235-79 Release of contractor confidential business information. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
- (10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

EPAAR 1552.235-80 Access to confidential business information. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

EPAAR 1552.237-70 Contract publication review procedures. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 15 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not

receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

EPAAR 1552.237-71 Technical direction. (AUG 2009)

EPAAR 1552.237-72 Key personnel. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Project Manager
Quality Assurance (QA) Officer

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by

the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

EPAAR 1552.237-75 Paperwork Reduction Act. (APR 1984)

EPAAR 1552.237-76 Government-Contractor Relations. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within [5] calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within [7] calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

EPAAR 1552.239-70 Rehabilitation act notice. (OCT 2000)

EPAAR 1552.242-71 Contractor Performance Evaluations (OCT 2011)

EPAAR 1552.245-71 Government-furnished data. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: **To Be Determined at Task Order Award.**

(End of clause)

EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

- (a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 ""Audit and Records - Negotiation (JUN 1999),"" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.
- (b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.
- (c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).
- (d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.
- (e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.
- (f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

EPA-H-04-102 ELECTRONIC SIGNATURES

The Government and Contractor agree to accept one another's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. None

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. None

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

EPA-H-31-102 FINAL RECONCILIATION OF COSTS

Upon completion of the last contract period and resolution of the final annual incurred cost submission, or upon Contracting Officer request, the Contractor will be required to:

(a) Submit to the EPA Contracting Officer a Final Cumulative Claim and Reconciliation, by task order if requested by contracting officer. This submission will be compared to the results of the resolved annual incurred cost submissions and a "Final Invoice" will be submitted with payment due to or by the Contractor in accordance with paragraph (e) of the Section G Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" (EPAAR 1552.232-73).

(b) Execute a "release statement" and a "refund statement" in accordance with paragraphs (f) and (g) of the Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" which will be incorporated into the contract closeout modification.

EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (FEB 2014)

EPA will utilize the FedConnect web portal in administering this Contract and all corresponding Task Orders. The contractor must be registered in FedConnect and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>.

END OF SECTION H

Section I - Contract Clauses

FAR 52.202-1 Definitions. (JAN 2012)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (OCT 2010)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

FAR 52.203-14 Display of Hotline Poster(s). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

SEE EPAAR CLAUSE 1552.203-71

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (AUG 2012)

FAR 52.204-13 Central Contractor Registration Maintenance (DEC 2012)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (FEB 2012)

FAR 52.210-1 Market Research. (APR 2011)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

FAR 52.216-7 Allowable Cost and Payment. (JUN 2011)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the

Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be

established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in

the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract;
and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the

Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this

contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

FAR 52.216-18 Ordering. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 Order Limitations. (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$2,000,000.00 per year;
 - (2) Any order for a combination of items in excess of N/A; or
 - (3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 Indefinite Quantity. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the

supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days.

(End of clause)

FAR 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

FAR 52.219-8 Utilization of Small Business Concerns. (JAN 2011)

FAR 52.219-9 Small Business Subcontracting Plan. (JAN 2011)

FAR 52.219-9 Small Business Subcontracting Plan. (JAN 2011) - Alternate II (OCT 2001)

FAR 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)

FAR 52.219-28 Post-Award Small Business Program Representation. (APR 2012)

(a) *Definitions.* As used in this clause -

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or,

if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts -
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is **not** a small business concern under NAICS Code **541620** assigned to contract number **EP-W-14-001**.

(End of clause)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

FAR 52.222-36 Affirmative Action for Workers With Disabilities. (OCT 2010)

FAR 52.222-37 Employment Reports on Veterans. (SEP 2010)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

FAR 52.222-54 Employment Eligibility Verification. (JUL 2012)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-1 Authorization and Consent. (DEC 2007)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

FAR 52.227-14 Rights in Data--General. (DEC 2007)

FAR 52.227-17 Rights in Data--Special Works. (DEC 2007)

FAR 52.230-2 Cost Accounting Standards. (MAY 2012)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (MAY 2012)

FAR 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

FAR 52.232-1 Payments. (APR 1984)

FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative

expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the

required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to

the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)

FAR 52.232-11 Extras. (APR 1984)

FAR 52.232-17 Interest. (OCT 2010)

FAR 52.232-23 Assignment of Claims. (JAN 1986)

FAR 52.232-25 Prompt payment. (OCT 2008)

FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

FAR 52.233-1 Disputes. (JUL 2002)

FAR 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996)

FAR 52.242-2 Production Progress Reports. (APR 1991)

FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

FAR 52.242-13 Bankruptcy. (JUL 1995)

FAR 52.243-1 Changes. -- Fixed Price. (AUG 1987)

FAR 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

FAR 52.244-2 Subcontracts. (OCT 2010)

(a) *Definitions.* As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **All subcontractors other than those mentioned in Paragraph J of this clause are subject to approval by the Contracting Officer.**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Team Subcontractors:

(b)(4)

Team Consultants:

(b)(4)

(End of clause)

FAR 52.244-6 Subcontracts for Commercial Items. (DEC 2010)

FAR 52.245-1 Government Property. (APR 2012)

FAR 52.245-9 Use and Charges. (APR 2012)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)

FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

FAR 52.249-14 Excusable Delays. (APR 1984)

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): FAR Clauses:

<http://farsite.hill.af.mil/vffara.htm>

EPAAR Clauses:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

EPAAR 1552.203-71 Display of EPA Office of Inspector General Hotline poster. (AUG 2000)

EPAAR 1552.216-72 Ordering-by designated ordering officers. (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from date of award through contract expiration. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Any Warranted EPA Contracting Officer

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) business days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

END OF SECTION I

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Statement of Work	09/09/2014	13		BASE
2	Additional Terms and Condition	09/09/2014	6		BASE

END OF SECTION J

Section K - Representations, Certifications, and Other Statements of Bidders

FAR 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$14,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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NONE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

FAR 52.209-7 Information Regarding Responsibility Matters. (FEB 2012)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or

supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [X] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

FAR 52.230-1 Cost Accounting Standards Notices and Certification. (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: *[Name and Address of Cognizant ACO or Federal Official Where Filed:]*

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☒ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [December 17, 2012]

Name and Address of Cognizant ACO or Federal Official Where Filed:

National Institutes of Health
Division of Financial Advisory Services (DFAS)
Ms. Emma Smith, Branch Chief
6011 Executive Blvd., Room 547K
Bethesda, MD 20892-7663
703-496-4495
Emma.Smith@nih.gov

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent

with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☒ no

(End of provision)

FAR 52.230-7 Proposal Disclosure--Cost Accounting Practice Changes. (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☒ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

END OF SECTION K

C.3 STATEMENT OF WORK/SPECIFICATIONS:

SOL-HQ-12-00020

OSRTI TECHNICAL ASSESSMENT, SUPPORT, OUTREACH, AND TRAINING

I. PURPOSE

The purpose of this procurement is to obtain technical analyses, technical support, and training and meeting support services for the U.S. Environmental Protection Agency's (EPA's) Office of Superfund Remediation and Technology Innovation (OSRTI) within the Office of Solid Waste and Emergency Response (OSWER). The support consists of document development for innovative and established cleanup procedures, technologies, and techniques; training related to program implementation; and site-specific technical support for site cleanup.

II. INTRODUCTION

The mission of EPA is to protect human health and the environment. OSWER is an Agency component that is responsible for programs articulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) of 1980 and amendments; the Resource Conservation and Recovery Act (RCRA) and amendments; and other legislation and Agency directives related to the characterization, remediation, and monitoring of solid and hazardous wastes. OSWER provides policy, guidance and direction for the Agency's emergency response and waste programs. It develops guidelines for the land disposal of hazardous waste and underground storage tanks. It provides technical assistance to all levels of government to establish safe practices in waste management. It administers the Brownfields program, which supports state and local governments in redeveloping and reusing potentially contaminated sites. It also manages the Superfund program, which responds to abandoned and active hazardous waste sites and accidental oil and chemical releases. Finally, it encourages development and prudent use of innovative technologies to address contaminated soil, sediments, and groundwater.

The mission of OSRTI is to return contaminated areas associated with Superfund sites to communities for safe reuse in a healthy environment. The purpose of the OSRTI Technical Assessment, Support, Outreach, and Training Contract is to provide support primarily to OSRTI for the technical analysis, technical support, and training services used in the program authorized under CERCLA. The contractor will provide support to the three OSRTI divisions:

- The Technology Innovation and Field Services Division (TIFSD) provides technology information and expert field and laboratory support and training to internal and external customers who respond to emergency releases of hazardous materials and/or manage longer-term site assessment and remediation projects. TIFSD provides primary support to the Superfund Program as well as other EPA programs including the Office of Resource Conservation and Recovery, the Office of Brownfields and Land Revitalization, the Office of Emergency Management, and the Office of Underground Storage Tanks. TIFSD identifies, researches and

documents promising state-of-the-art technologies, business practices and tools for streamlining and improving the cost effectiveness and performance of assessment and cleanup strategies.

- The Assessment and Remediation Division (ARD) is responsible for supporting the EPA regions on all aspects of Superfund remediation, including site assessment, placement of sites on the National Priorities List (NPL), remedial investigations/feasibility studies, study and design, remedy selection and implementation, post-construction activities, and deleting/delisting sites from the NPL once they are cleaned up. The division is also responsible for coordination with state and tribal organizations, involvement of the community at Superfund sites, and encouraging the return of sites to productive uses in communities. The division serves as the lead within OSRTI for science policy issues, including risk assessment policies and technologies, chemical-specific policies, and coordination of Superfund research.
- The Resource Management Division (RMD) is responsible for supporting the Superfund program through work planning; analysis; budgeting; contract, grant and interagency placement and management; and human resources activities. In addition, information technology systems including Superfund Enterprise Management System (SEMS), program web material, and Superfund record management systems are designed and developed in this division. The division monitors and evaluates programmatic achievements and reports results through Agency systems.

The contractor will develop and provide draft deliverables for OSRTI's consideration. All draft deliverables will be reviewed and finalized by EPA or by the contractor at EPA's direction, taking into consideration deliverable comments developed through EPA's quality assurance process. Each resultant Task Order will incorporate a written Quality Assurance Surveillance Plan that will be particular to the nature of the work conducted under it. This stipulation will be incorporated into the individual statements of work. Deliverables under this contract are not intended to issue direction to any other hazardous waste cleanup contract. It is anticipated that products developed under this contract may have applicability to other cleanup programs beyond Superfund.

III. APPLICABLE WEBSITES and DEFINITIONS

Websites

<http://www.epa.gov/superfund>
<http://www.cluin.org>
<http://www.cluin.org/optimization>
<http://www.cluin.org/contaminantfocus/>
<http://www.cluin.org/remediation/>
<http://www.cluin.org/characterization/>
<http://www.cluin.org/databases/>
<http://www.triadcentral.org/>
<http://www.ftrr.gov>
<http://www.trainex.org>
<http://www.brownfieldstsc.org/>

<http://www.epa.gov/superfund/health/conmedia/sediment/ssrc.htm>

Triad- The Triad approach is an innovative strategy to decision-making for hazardous waste site characterization and remediation. The Triad approach proactively exploits new characterization and treatment tools, using work strategies developed by innovative and successful site professionals.

Contaminated Site Cleanup Information (CLU-IN)- The CLU-IN system provides information and training about innovative treatment and site characterization technologies while acting as a forum for all waste remediation stakeholders.

IV. PERFORMANCE TASKS

This OSRTI Technical Assessment, Support, Outreach, and Training contract includes the tasks described below. Required capabilities and capacity are described under each task. The contractor will adhere to EPA QA/R-5 – EPA Requirements for Quality Assurance Project Plans (EPA/240/B-01/003, March 2001), as appropriate and directed on a task order by task order basis for primary and secondary data quality assurance and quality control management.

Tasks

- 1) Investigating public domain information sources to document technological innovations in remediation practices and evaluating technology use trends.
- 2) Providing cutting-edge technical assistance to OSRTI personnel and supporting OSRTI efforts to assist EPA site managers and emergency responders, federal and state regulators, and Brownfields communities with technical issues regarding site characterization, remedial cleanup strategies, remedy design, and optimization approaches.
- 3) Supporting symposia and meetings.
- 4) Developing draft technical training materials and supporting OSRTI in conducting and delivering hands-on workshops for EPA and state cleanup professionals, others in cleanup professions, academia, and the general public, consistent with established EPA policy and guidance.
- 5) Supporting EPA outreach.

Performance Task 1:

Estimated 20% of Projected Labor Hours of Entire Scope

Investigating public domain information sources to document technological innovations in remediation practices and evaluating technology use trends.

The contractor may be expected to provide expertise, knowledge, and experience investigating, documenting, and implementing tactical and technological innovations at sites. The following hazardous

waste site practitioner topics and issues are high priorities for OSRTI, and the contractor can be expected to provide subject matter expertise to successfully implement this statement of work: risk assessment; contaminant measurement and monitoring; sampling and sampling design; quality assurance policies and procedures; data quality; data management and interpretation approaches; public domain/open source decision support tools for site cleanup; modeling; geospatial analysis; information management tools; the Triad approach; innovative remediation techniques and technologies; vapor intrusion investigation and mitigation techniques; green remediation approaches; land revitalization and ecological restoration; remedy optimization for all phases of cleanup; construction management; large/complex site project management; and value engineering.

Technologies and approaches of interest to OSRTI include, but are not limited to: in situ treatment (e.g., bioremediation, thermal, chemical oxidation, phytoremediation, multiphase extraction, soil vapor extraction, solidification/stabilization); ex situ treatment (e.g., pump-and-treat, bioremediation, thermal desorption, solidification/stabilization); ecological revitalization using soil and sediment amendments; characterization and monitoring tools (e.g., membrane interface probe, laser-induced fluorescence, surface and borehole geophysical tools, hydrogeologic field methods in overburden and fractured bedrock environments, passive sampling techniques); real time analytical and rapid sampling tools and approaches; sampling design and data statistical analysis; and conceptual site model development (e.g., 3-dimensional visualization); and modeling of groundwater, non aqueous phase liquids, sediment and surface water transport, and vapor flow and chemical transport of contaminants in vadose and saturated zones.

For this task, the contractor shall provide the program with expertise in the general areas of hazardous site assessment and remediation, knowledge of the current technological state of the practice, and experience in collection, analysis, and reporting of site characteristics and technology use trends in Superfund and other federal and state cleanup programs. Information sources include public domain data on the Internet, data systems such as the Comprehensive Environmental Response, Compensation and Liability Information System/ Superfund Enterprise Management System (CERCLIS/SEMS), and public domain publications, journals, and conference proceedings.

OSRTI undertakes continuous investigation and documentation of the successes and challenges of leading remediation practitioners (public and private). Under this task, the contractor may be tasked with OSRTI support assignments to track and document from public domain sources information on new remediation and characterization technologies, applications of those technologies at sites, existing published cost and performance of technology applications, and published case studies and articles describing the procedures and status of the technology and its application. OSRTI will review draft deliverables consistent with EPA's standard operating procedure (SOP) for reviewing secondary technical data and deliverables, comment on or amend deliverables as necessary and include the review procedures in the deliverable. Deliverables will be distributed as specified in the task order.

The contractor may also be tasked to compile public information for OSRTI from EPA offices, other federal agencies, and state programs regarding the size and scope of their projected future assessment

and cleanup work (e.g., forecasting up to 25 years in the future). This would entail collecting the best available projected information about contaminated sites that will require assessment and cleanup under the following regulatory programs: Superfund, RCRA, Department of Defense Base Realignment and Closure, Formerly Used Defense Sites, Underground Storage Tanks, and State Voluntary Cleanup programs. The purpose in gathering this information is to characterize the size and scope of future work anticipated in these programs. The contractor will assemble the information for OSRTI, which will produce and distribute summaries of the information broadly to the remediation services community.

The contractor may also:

- A. Collect publicly available decision documents, extract text and data, and deliver the extracted information into specified formats that EPA uses for its programmatic databases, such as SEMS and CERCLIS.
- B. Perform various analyses of Superfund and other Agency data available for release to the public. Analyses would include development of summary tables and figures showing counts of remedial technologies, contaminants of concern, affected media, regional and state counts of these other counts, and counts by decision document year that EPA may use to develop its own trend analyses.
- C. Conduct technical and organizational research to support non-regulatory initiatives and activities, e.g., impact on environmental education and environmental justice.
- D. Support the planning and implementation of content updates for websites.

Performance Task 2:

Estimated 30% of Projected Labor Hours of Entire Scope

Providing cutting-edge technical assistance to OSRTI personnel and supporting OSRTI efforts to assist EPA site managers and emergency responders, federal and state regulators, and Brownfields communities with technical issues regarding site characterization approaches and tools, remedial cleanup strategies, remedy design, and optimization approaches.

OSRTI's role in technical assistance involves providing advice to Government site managers for their consideration. The contractor supports OSRTI through leveraging state-of-the-art experience and knowledge about current and emerging technologies and approaches for investigation, cleanup, containment, and removal. Contractor support may include using the latest field analytical tools and approaches; rapid sampling techniques; decision support tools and methods; data management approaches; data visualization tools; information communication technologies and strategies; and systematic project planning. The contractor may devise and articulate alternate investigation and cleanup technology methods and approaches to OSRTI. Final decisions related to actions at sites, including paths forward and implementation of OSRTI advice, are made by the Government site manager.

The contractor may provide site-specific technical support to include site characterization, monitoring and cleanup optimization reviews and tracking and monitoring the implementation of the recommendations. Support will include the evaluation of treatment systems, cleanup approaches, characterization and monitoring strategies and data for the purpose of optimizing site cleanup in accordance with the *National Strategy to Expand Superfund Optimization Practices from Site Assessment to Site Completion* (OSWER Directive 9200.3-75, September 2012). This support area will be a major area of emphasis under this task. This support area involves expert review (optimization) of large and complex hazardous waste site cleanup projects by multidisciplinary teams of engineers and scientists that are independent and free of conflict of interest. Optimization reviews are intended to provide to the EPA site managers comprehensive evaluations of site cleanup activities to identify opportunities for improvement in five primary areas: remedy effectiveness, cost effectiveness, technical improvement, site closeout, and green remediation. Support will include conducting follow-up calls to Government site managers to determine if optimization recommendations or findings have been implemented, are in progress or have been declined.

Support also includes maintaining and operating technical support centers including the Brownfields Technology Support Center (BTSC), which provides technical support to federal, state, local, and tribal officials for questions related to the use of innovative technologies and strategies for site assessment and cleanup. The types of services provided by the BTSC include but are not limited to: providing project strategy consultation and facilitating systematic project planning and other quality-related components; reviewing documents, work plans, field sampling plans, and other project documents; and providing information about the use of innovative and field-based technologies for site investigation and cleanup.

The contractor may be required to lead up to 15 technical assistance activities at different sites at any one time.

The contractor may be tasked with the following:

- A. Identify and screen sites selected for optimization reviews (such as independent design reviews or remedial system evaluations); suggest high priority sites for optimization for EPA's consideration; coordinate and collaborate with representatives of EPA and other agencies (such as U.S. Army Corps of Engineers (USACE)) to conduct technical analyses.
- B. Perform Organizational Conflict of Interest screenings for each selected technical support site to identify conflicts that may exist, consistent with contract terms and conditions, and present findings to the Contracting Officer for final OCI determinations.
- C. Conduct technical support, which may include review of site documents; coordination and participation in conference calls; and participation in site meetings and visits. Technical support does not include field implementation of on-site cleanup or characterization activities.
- D. Prepare draft optimization documents that provide recommendations for added effectiveness of remedies and potential cost savings during any phase of response action including site

characterization, design, remedial action, and long-term remedial response and operations and maintenance stages of site cleanup. These documents may include summary technical memoranda detailing findings and recommendations, or longer optimization reports or studies that address site findings and recommendations in greater detail. Topic areas may include but are not limited to potentially applicable sampling strategies; appropriate drilling platforms; analytical methods; development, update, and use of a life cycle conceptual site model; application of three-dimensional visualization tools; and use of decision support tools. The reports may address the application of methods to evaluate data in real time or near real time to provide remote or direct support for field applications of the Triad approach, optimization, high resolution site characterization, green remediation, remedy footprint analysis, the use of value engineering principles and practices, and applicable quality assurance components. These optimization documents will need to address both innovative and conventional approaches.

- E. Develop summary or detailed case studies and profiles for technology transfer, webcasts, or other electronic or printed materials.
- F. Develop and implement data management strategies and data management plans to support site decision making.
- G. Use state-of-the-practice decision support and evaluation tools to support optimization of remedies.
- H. Accompany project teams to the sites during selected site visits to provide review and consultation.
- I. Identify issues and problems encountered during optimization technical support and the frequency of the occurrences.
- J. Develop lessons learned from technical support activities for use by OSRTI in training courses and for developing summary reports on program performance.
- K. Ensure that draft reports are formatted appropriately so that they can be posted by EPA on its websites once finalized by EPA

Performance Task 3:

Estimated 10% of Projected Labor Hours of Entire Scope

Supporting Symposia and Meetings.

EPA must maintain a current understanding of the state of the science and best management practices for site characterization, cleanup, monitoring, and system optimization. OSRTI continually networks with practitioners, regulators, and developers to keep abreast of the leading experts in these areas. OSRTI works to provide a variety of seminars, symposia, working meetings, and training events in

multiple channels of outreach (class-room, conference, and Internet) to communicate both the developments as well as the needs of the cleanup community. OSRTI currently convenes leading practitioners and researchers to discuss the state-of -practice and future needs, such as site remediation and characterization topics (e.g., nanotechnology, fractured bedrock, dense nonaqueous phase liquid, combined remedies, mining sites, remedy optimization, data visualization, cleanup on tribal lands); oil spill and hazardous waste emergency response; environmental justice; community engagement; small business development; and project management. Additionally, OSRTI also convenes subject matter experts and other groups within EPA to facilitate sharing of best practices and common challenges in site characterization and remediation.

The contractor may be required to provide national and international subject matter experts, equipment, supplies, transportation and other support services needed to facilitate the conduct of EPA-sponsored/led seminars, workshops, large meetings, and conferences at EPA's direction. The contractor should be expected to identify leading researchers and practitioners, and to coordinate, facilitate, and support logistics for working meetings, symposia, and conferences. Logistical support may include the use of distance learning tools as well as social media applications. Virtual meeting environments and approaches such as video conferencing and web-based meetings, as a supplement or alternative to in-person events will be a best practice consideration for all projects. The contractor can reasonably assume 2-6 such national meetings being held in different locations each year.

The contractor may be tasked with the following:

- A. Participate in EPA planning sessions for the purpose of scheduling of seminars, conferences, or large meetings.
- B. Acquire facilities and/or lodging (in compliance with EPA requirements, the Federal Acquisition Regulations, and the Federal Travel Regulations), when government owned facilities are not available. This includes, but is not limited to conduct of negotiations with Federal facilities, hotels, conference centers, and universities, and renting of those facilities and equipment that may be required.
- C. Prepare routine, informational material for seminars, meetings and conferences and register participants for seminars, meetings, and conferences. (This will include issuance of announcements, preparatory information to be used during the conduct of the event, and post-conference mailings, such as evaluation forms and minutes/formal proceedings.) Recurring meetings/conferences may also require membership/participant list maintenance.
- D. Obtain national and international subject matter speakers/presenters, evaluators or facilitators, and ensure their qualifications and performance meet EPA's requirements as specified in the task order.
- E. Distribute materials such as agendas, work-sheets, presentation materials, and proceedings of formal papers to attendees and other interested parties.

- F. Acquire or draft presentation materials such as slides, handouts, and brochures; and provide (by rental when government owned equipment is not available) overhead projectors, audio-visual equipment, audio and visual recording equipment, computer equipment, or other supplies required to complement a specific technical information transfer activity.
- G. Support distance learning/communication tools for remote participation that are compatible with EPA IT security requirements and, to the extent practicable, non-EPA participant IT security requirements.
- H. Provide transportation (e.g., renting buses) between transient lodging and Federal facilities or technical sites for groups.
- I. Ship various program materials to seminar/conference/meeting sites.
- J. Report and disseminate information developed for or during events to attendees and other interested parties.

Performance Task 4:

Estimated 35% of Projected Labor Hours of Entire Scope

Developing draft technical training materials and supporting OSRTI in conducting and delivering hands-on workshops for EPA and state cleanup professionals, others in cleanup professions in the private sector, academia, and the general public, consistent with established EPA policy and guidance. .

OSRTI's mission includes support to EPA Remedial Project Managers (RPMs); On-Scene Coordinators (OSCs); Site Assessment Managers; Risk Assessors; Community Involvement Coordinators; and their federal, tribal, and state counterparts. OSRTI training materials garner interest from community stakeholders, academia, and others in the environmental cleanup community. OSRTI's training programs cover a wide range of topics related to emergency response, homeland security, counterterrorism, oil spill response, remedial response, and the whole spectrum of removal and remedial program implementation and site technical work. The contractor can reasonably anticipate providing the expertise to co-develop, draft and deliver training to OSRTI and other cleanup practitioners and stakeholders that is consistent with EPA-developed guidance, processes, and procedures. Courses range from multi-hour to multi-day in duration. The contractor may be tasked with assisting OSRTI with delivering technical content as supplemental trainers during training courses, thus it is imperative that they be both experienced and current in their specific field of expertise.

OSRTI hosts multiple technical training courses a year in classroom environments. The contractor can reasonably anticipate being expected to support OSRTI's delivery of multiple training courses in

different geographic locations at the same time. The contractor can also reasonably anticipate working closely with EPA experts to develop and deliver technical content for training courses, using information that is publicly available and readily accessible.

OSRTI also plans and hosts a number of week-long training programs per year. The National Association of Remedial Project Managers (NARPM) Training Program and On Scene Coordinators Readiness Training Program are two examples of these programs. These programs are large events with 30-55 courses offered during the course of a week with as many as 11 courses offered simultaneously. The contractor must plan and coordinate the logistics, content, delivery, and audio visual support for all training courses along with the overall support for the conferences and ancillary meetings. The contractor must coordinate and team with other training stakeholders and other contractors to support these events.

Contractor can anticipate direct responsibilities for up to 40 training courses plus the contractor will simultaneously work with other contractors and training providers for an additional 10 - 20 courses. Products developed for these events are disseminated throughout the training year using multiple venues and media. These large events require months of planning and close coordination with multiple EPA training teams, providers, stakeholders, and the training venues/facilities.

As well as the above large training programs, the contractor can anticipate 15- 20 additional smaller training events, that may last from one day to one week, for 30-160 attendees throughout any given year. The contractor may be tasked with performing, or supporting EPA experts in their performing the following activities related to development, modification, or procurement of materials in support of this task:

- A. Draft new training materials or draft modifications to existing OSRTI training materials at EPA's direction, such as the Removal Process Resources Guide, the Remedial Process Resources Guide, EPA Manual for Integrating Water and Wastewater Programs to Restore Watersheds, and the OSWER Training Course Calendar (approximately eight editions per year).
- B. Develop and draft new or draft modifications to existing OSRTI course manuals, agendas, worksheets, and presentation materials for both traditional classroom situations and on-line/computer based training courses both in English and translation into non-English languages, most commonly Spanish.
- C. Design and develop national and international instructional courses. These courses could include the translation of English courses to other languages, most commonly Spanish. Approximately 400 pages per year would be translated.
- D. Draft innovative training materials for specific audiences employing a wide-range of teaching methodologies. Training methodologies to be employed shall include traditional classroom study; video-based presentations; self-directed study, distance learning;

programming and inter-active video programming for individuals and groups; computer-based interactive on-line training for individuals and groups (of 100 or more); train-the-trainer type study; and conventional slide/format presentations.

- E. Acquire commercially available training courses/modules or other educational programs.
- F. Draft and prepare curricula documents; training calendars; flyers; training needs assessments; strategic training plans; and annual, semi-annual, and quarterly status reports that describe past and planned training activities and statistics.
- G. Design/develop/distribute reports that summarize participant evaluation of OSRTI's training: formal training presentations utilizing alternative delivery techniques that include classroom and Internet training; participant evaluation forms (i.e., relevancy to existing job performance, instruction, training materials)
- H. Develop pre- and post-training evaluation reports.
- I. Support the development of curriculum-based organization of training and support the expansion of a learning management system for program staff.

The contractor may be required to perform, or support EPA's performance of, the following activities related to conducting training in support of this task:

- A. Coordinate with training coordinators at EPA headquarters offices and each of the 10 regional offices and the Comprehensive Environmental Response, Compensation and Liability Act Education Center.
- B. Support OSRTI's delivery of national and international instructional courses, seminars, and conferences, both in the United States and in foreign venues. May include approximately 40 hours of instruction in languages other than English.
- C. Facilitate training that is presented via instructors, computer-based, broadcast via the Internet, or that may employ other electronic means.
- D. Present commercially available training courses/modules or other educational programs.
- E. Obtain assessment of and summarize participant comments on training sessions through post-training evaluation forms.
- F. Support logistics of, and coordination for EPA training delivery networks, information sharing and training teams such as the OSWER Training Team, OSC Readiness Task Force, National Association of Remedial Project Managers, OSWER National Training and Exercise Program, the Environmental Response Training Program,

- G. Support OSRTI's Training Needs Assessments for OSC Readiness and NARPM related responsibilities, including summarizing tasks and priorities identified by the EPA and senior management.

The contractor may be tasked with performing the following activities related to administrative and logistical support for training courses:

- A. Participate in EPA planning sessions for the purpose of scheduling of courses.
- B. Register participants.
- C. Furnish and supervise guest technical trainers/presenters, including national and international subject matter experts, translators (if needed), evaluators and/or facilitators on-site.
- D. Acquire and distribute materials such as training course manuals, agendas, work-sheets, and presentation materials for both traditional classroom situations and on-line computer based training courses both in English and translation into non-English languages if required.
- E. Acquire training materials such as slides, computer assisted programs and other supplies required to conduct training.
- F. Utilize government furnished equipment, or lease equipment when government owned equipment is not available, such as data projectors, audio-visual equipment, and audio and visual recording equipment, computer equipment, or other equipment necessary for specific training activity.
- G. Ship program materials to training sites.
- H. Distribute pre- and post-training evaluation reports for training attendees and other interested parties at OSRTI's direction.
- I. Utilize government owned facilities or rent/lease commercial facilities (in compliance with EPA requirements and the Federal Acquisition Regulations), when government owned facilities are unavailable for the conduct of training courses. This includes conduct of negotiations with hotels, conference centers, universities, etc., and renting of those facilities that may be required.
- J. Provide logistical support and coordination for training delivery networks and training teams such as the OSC Readiness Task Force, and NARPM.

Performance Task 5:

Estimated 5% of Projected Labor Hours of Entire Scope

Supporting EPA Outreach.

OSRTI uses multimedia to communicate its varied information and educational/training products, policies, guidance, and technology performance and cost data to many audiences within and outside EPA. OSRTI conducts outreach activities using various media that require graphic arts, multi-media, web presence, illustrations, and the demonstration of concepts and data. Examples include video feeds of technologies for Internet broadcast; design and production of trade show style exhibits; design and production of scientific posters; outreach materials regarding contamination, risk and technologies for general public and targeted Environmental Justice communities; and the set up and staffing of outreach efforts at various technology events and demonstrations.

The contractor may be required to perform the following tasks:

- A. Produce and reproduce slides, portable document formats, DVDs, CDs, portable data drives, and videos for use in technical and technology based information transfer programs; and produce camera-ready materials related to training activities, including training materials, course calendars, course catalogues, and various other EPA technology transfer or training activity publications.
- B. Develop art and other visual aids for required papers, materials, and manuals based upon analytic studies and data.
- C. Develop art for inclusion in website programs intended to enhance and compliment the electronic transfer of information.
- D. Translate documents/reports/presentations into designated languages (i.e., from English into another language, or conversely, from another language into English). To ensure and verify accuracy of translation the Contractor shall obtain independent review of translated documents in accordance with its Quality Assurance Management Plan.
- E. Design or redesign, produce, and maintain (i.e., repair and upkeep) formal EPA Exhibits displayed at various national and international meetings/conferences where technical information produced by EPA is disseminated.
- F. Ship to and from various events and provide temporary storage (for the life of the contract) of various EPA Exhibits.
- G. Store and ship EPA documents used in conjunction with the formal exhibits.
- H. Furnish personnel to assist in the set up of exhibits and materials.
- I. Assist in the dissemination of information and respond to questions posed by meeting/conference participants where EPA displays exhibits.

Additional Terms and Conditions

**LIMITATION OF FUTURE CONTRACTING, ALTERNATE V (Headquarters Support)
(EPAAR 1552.209-74) (APR 2004) TAILORED**

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) Unless otherwise authorized by the Contracting Officer, the contractor, and/or any subcontractors performing work under this contract, during the life of this contract and for an additional three (3) years after contract completion, agrees not to enter into a business arrangement or attain a financial interest in any proprietary technology or approaches for performing activities within the scope of RAC work as defined in 42 USC §9619(e).
- (d) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to evaluate or monitor treatment systems, cleanup approaches, characterization, or strategies of hazardous waste site cleanup projects, the contractor agrees not to enter into a business relationship (i.e. perform work), or attain a financial interest associated with any RAC work at the site(s) selected for evaluation during the life of the contract, unless otherwise authorized by the Contracting Officer.
- (e) Unless otherwise authorized by the Contracting Officer, the contractor, and/or any subcontractors performing work under this contract, during the life of this contract agrees not to pursue any Brownfields grant opportunities for the Brownfields and Land Revitalization Technology Support Center (BTSC).
- (f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The

Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

TASK ORDER CONFLICT OF INTEREST CERTIFICATION

The contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of a Task Order (TO). In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO. Where TOs are issued for work on or directly related to a site or technology assessment, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site or technology assessment. For all subsequent work on that site or technology assessment, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

CONFLICT OF INTEREST PLAN

The Contractor's Conflict of Interest Plan dated [insert date] is incorporated by reference and made a part of this contract.

REVISIONS TO ORGANIZATIONAL CONFLICT OF INTEREST PLAN

If the contractor's Organizational Conflict of Interest Plan is revised during contract performance, the revision shall be reported to the Contracting Officer within 20 calendar days of the revision effective date for the Contracting Officer's critical review and approval.

INHERENTLY GOVERNMENTAL FUNCTIONS

The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided technical support under this contract

and make the final decision on all contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under this contract, absent express written advance approval from EPA's Office of General Counsel.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), the contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) TAILORED

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.
 - (1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. One electronic copy via email of the invoice shall concurrently be sent to the Contract-Level Contracting Officer's Representative (COR), the Task Order-Level COR, and Contracting Officer (CO).
 - (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
 - (i) One original to the EPA Finance Center shown in Block 25 on the cover of the contract; and
 - (ii) One copy to the Contract-Level COR, the Task Order-Level COR, and the CO.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.
- (c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery

orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

- (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.
- (d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
- (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

OTHER DIRECT COSTS

Other direct costs (ODCs), including direct materials and travel, shall be proposed by the contractor for each individual task order solicitation as needed. Reasonable and allocable material handling costs and indirect costs may be included in the charge for ODCs to the extent those costs are clearly excluded from the contractor's fully burdened labor rates.

The total maximum value of Other Direct Costs for the duration of this contract is \$3,598,500.00. ODC's in excess of this amount are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. The contractor shall conduct all travel within the continental United States in accordance with GSA Federal Travel Regulations (FTR) in affect at the time of the travel. The contractor shall conduct all travel outside the

continental United States in accordance with the Department of Defense's Joint Travel Regulations (JTR) in affect at the time of travel.

LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS

- (a) Regardless of the type of task order issued, the individual task order may be incrementally funded.
- (b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "Termination for Convenience of the Government(Cost Reimbursement)(Alternate IV)(Sep 1996)". As used in this clause, the total amount payable by the Government in the event of termination of an applicable Task Order for convenience includes costs, profit, and estimated termination settlement costs for that task order.
- (c) The Contractor will notify the Contracting Officer (CO) and Project Officer (PO), in writing, at least 30 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the task order or otherwise agreed to by the parties. If, after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the task order under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.
- (d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.
- (e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a task order, in amounts sufficient for timely performance of the task order requirements, the Contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination obligate additional funds for the performance of the task order.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."